

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA**

**BEASLEY, ALLEN, CROW,
METHVIN, PORTIS AND MILES,
P.C.,**

Plaintiff,

vs.

**THE SMITH LAW FIRM, PLLC,
et al.,**

Defendants.

Case No.: 2:24-cv-00582-JTA

**SUPPLEMENT TO PORTER MALOUF, P.A.’S
MOTION TO ENFORCE SPECIFIC PERFORMANCE**

COMES NOW defendant/cross-claim plaintiff Porter Malouf, P.A. (“Porter Malouf”), by and through its undersigned counsel, and respectfully submits this Supplement to its March 6, 2025 Motion to Enforce Specific Performance of the indemnity provision in the May 17, 2021 Purchase Agreement between Porter Malouf and co-defendant/cross-claim defendant The Smith Law Firm, PLLC (“Smith Law”). Doc. 65. In further support, Porter Malouf states as follows:

BACKGROUND

1. On September 30, 2025, the parties participated in a status conference before the Court. Pursuant to discussions at the status conference, the Court invited Porter Malouf to supplement its Motion to Enforce Specific Performance. Doc. 124.

2. Therefore, Porter Malouf submits this Supplement to its Motion to Enforce Specific Performance. Porter Malouf incorporates and adopts all allegations, arguments, and authorities set forth in the original Motion for Specific Performance, Doc. 65, as well as its reply brief In Support of the Motion for Specific Performance. Doc. 73.

3. Simultaneously with this Motion, Porter Malouf submits a supporting declaration and a proposed order granting its requested relief.

WHEREFORE, Porter Malouf respectfully requests that the Court specifically enforce the indemnity provision in the Purchase Agreement by entering an Order:

- a. requiring Smith Law to specifically perform its obligations to indemnify, hold harmless and defend Porter Malouf, its shareholders, directors, partners, members, officers, representatives, agents, advisors, attorneys, accountants, successors and assigns from and against any liability, loss, damage, claim, cause of action, and expenses, including reasonable attorneys' fees arising out of (i) a breach of any of the representations and warranties made by the Smith Law Firm to Porter Malouf in the Transaction Documents, (ii) a breach of any covenant or obligation of the Smith Law Firm in the Transaction Documents, and (iii) any Assumed Liabilities, including attorney fees and expenses incurred by Porter Malouf in defending this case and pursuing enforcement of the indemnity provision. Doc. 55-1.
- b. retaining jurisdiction over Porter Malouf's claim for specific performance (Count Four) and the proposed order, if granted;
- c. mooted Porter Malouf's claim for indemnification (Count Three); and
- d. granting Porter Malouf such further relief as the Court deems just and proper.

Respectfully submitted,

/s/ Bruce F. Rogers

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CERTIFICATE OF SERVICE

I hereby certify that on November 7, 2025, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF e-file system, which will send notice of electronic filing to the following counsel of record:

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